

## STATEMENT OF MATERIAL FACT

that may affect the value of securities of the joint-stock company  
“Concerning convening and holding of the General Meeting of Shareholders of the Issuer,  
and the decisions adopted by the General Meeting of Shareholders of the Issuer”

1. General Information	
1.1. Full corporate name of the issuer	<i>Centre for the Transport of Goods in Containers (TransContainer) Joint-Stock Company</i>
1.2. Short corporate name of the issuer	<i>JSC TransContainer</i>
1.3. Issuer's registered address	<i>Oruzheyniy Pereulok 19 Moscow, Russian Federation 125047</i>
1.4. Issuer's Principal State Registration Number (OGRN)	<i>1067746341024</i>
1.5. Issuer's Taxpayer Identification Number (INN)	<i>7708591995</i>
1.6. Issuer's unique code assigned by the registration agency	<i>55194-E</i>
1.7. Webpage used by the issuer for disclosure of information	<a href="http://www.trcont.ru">http://www.trcont.ru</a> <a href="http://www.e-disclosure.ru/portal/company.aspx?id=11194">http://www.e-disclosure.ru/portal/company.aspx?id=11194</a>

2. Contents of the Statement
<p style="text-align: center;"><b><i>Convening of the Issuer's General Meeting of Shareholders and decisions adopted</i></b></p> <p>2.1. Type of the general meeting (annual, extraordinary): <b><i>Extraordinary General Meeting of Shareholders.</i></b></p> <p>2.2. Form of the general meeting: <b><i>in-person meeting with prior delivery of bulletins.</i></b></p> <p>2.3. Date and place of the general meeting: <b><i>November 5, 2014, 125047 Moscow, Oruzheyniy pereulok, 19, conference room (4 floor).</i></b></p> <p>2.4. Quorum of the general meeting: <b><i>The total number of votes of the persons on the list of persons entitled to participate in the extraordinary General Meeting of Shareholders is 13,894,778 (thirteen million eight hundred ninety four thousand seven hundred seventy eight).</i></b></p> <p><b><i>2.4.1. The number of votes falling on the voting shares of the Company under the issues 1-3 on the agenda of the Extraordinary General Meeting, identified subject to certain provisions of para. 4.20 of the Provision on additional requirements to the procedure of preparation, convening and holding of the General Meeting of Shareholders: 13,894,778 (thirteen million eight hundred ninety four thousand seven hundred seventy eight).</i></b> <b><i>The number of votes in possession of persons that attended the Extraordinary General Meeting of Shareholders on issues 1-3 on the agenda: 13,836,804 (thirteen million eight hundred thirty six eight hundred four).</i></b> <b><i>In accordance with Article 58 of the Federal Law "On Joint Stock Companies", the quorum on issues 1 -3 on the agenda is present and makes 99.58276%.</i></b></p> <p><b><i>2.4.1. The number of votes falling on the voting shares of the Company under the issue 4 on the agenda of the Extraordinary General Meeting, identified subject to certain provisions of para. 4.20 of the Provision on additional requirements to the procedure of preparation, convening and holding of the General Meeting of Shareholders: 6,945,687 (six million nine hundred forty five thousand six hundred eighty seven).</i></b> <b><i>The number of votes in possession of persons that attended the Extraordinary General Meeting of Shareholders on issue 4 on the agenda: 6,887,713 (six million eight hundred eighty seven thousand seven hundred thirteen).</i></b> <b><i>In accordance with Article 58 of the Federal Law "On Joint Stock Companies", the quorum on issue 4 on the agenda is present and makes 99.16532%.</i></b></p> <p>2.5. Issues put to a vote and relevant voting results:</p> <p><b><i>1. About the approval of the Articles of Association of the PJSC "TransContainer "in the new edition</i></b></p>

**Voted for:** 10,485,937 (ten million four hundred eighty five thousand nine hundred thirty seven), 75.78294%  
**Voted against:** 3 350 867 (three million three hundred fifty thousand eight hundred sixty seven), 24.21706%  
**Abstained:** none

*The number of votes that were not counted due to invalidation of bulletins or otherwise, set forth in the Provision on additional requirements to the procedure of preparation, convening and holding of the General Meeting of Shareholders – none.*

**2. About the approval of the Provision about the Management Board of the PJSC "TransContainer"**

**Voted for:** 10,485,937 (ten million four hundred eighty five thousand nine hundred thirty seven), 75.78294%  
**Voted against:** 3,350,867 (three million three hundred fifty thousand eight hundred sixty seven), 24.21706%  
**Abstained:** none

*The number of votes that were not counted due to invalidation of bulletins or otherwise, set forth in the Provision on additional requirements to the procedure of preparation, convening and holding of the General Meeting of Shareholders – none.*

**3. About the approval of the Provision about the Director General of the PJSC "TransContainer" in the new edition**

**Voted for:** 10,485,937 (ten million four hundred eighty five thousand nine hundred thirty seven), 75.78294%  
**Voted against:** 3,350,867 (three million three hundred fifty thousand eight hundred sixty seven), 24.21706%  
**Abstained:** none

*The number of votes that were not counted due to invalidation of bulletins or otherwise, set forth in the Provision on additional requirements to the procedure of preparation, convening and holding of the General Meeting of Shareholders – none.*

**4. About the approval of the interested party transaction**

**Voted for:** 6,887,712 (six million eight hundred eighty seven thousand seven hundred twelve), 99.16531%  
**Voted against:** none  
**Abstained:** none

*The number of votes that were not counted due to invalidation of bulletins or otherwise, set forth in the Provision on additional requirements to the procedure of preparation, convening and holding of the General Meeting of Shareholders – 1 (one), 0.00001%.*

**2.6. Decisions adopted by the General Meeting:**

**2.6.1. On the issue 1 on the agenda:**

- 1. To approve the Articles of Association of the PJSC "TransContainer" in the new edition.**
- 2. To declare the following documents to be no longer in force:**
  - **The Articles of Association of the JSC "TransContainer" in the new edition, approved by the Annual General Meeting of Shareholders (Minutes № 10 from June 26, 2009);**
  - **the amendments and supplements approved by the Extraordinary General Meeting of Shareholders (Minutes № 11 from September 25, 2009);**
  - **the amendments and supplements approved by the Extraordinary General Meeting of Shareholders (Minutes № 13 from June 25, 2010);**
  - **the amendments and supplements approved by the Extraordinary General Meeting of**

*Shareholders (Minutes № 16 from December 22, 2010);*

- the amendments and supplements approved by the Extraordinary General Meeting of Shareholders (Minutes № 18 from June 29, 2011);*
- the amendments and supplements approved by the Extraordinary General Meeting of Shareholders (Minutes № 20 from June 26, 2012);*
- the amendments and supplements approved by the Extraordinary General Meeting of Shareholders (Minutes № 23 from June 28, 2013);*
- the amendments and supplements approved by the Extraordinary General Meeting of Shareholders (Minutes № 25 from June 25, 2014);*

**2.6.2. On the issue 2 on the agenda:**

*To approve the Provision about the Management Board of the PJSC "TransContainer" (The Annex №2 to the Minutes of the Extraordinary General Meeting of Shareholders).*

**2.6.3. On the issue 3 on the agenda:**

- 1. To approve the Provision about the Director General of the PJSC "TransContainer" in the new edition (The Annex №3 to the Minutes of the Extraordinary General Meeting of Shareholders).*
- 2. To declare the the Provision about the Director General of the JSC "TransContainer", approved by the Annual General Meeting of Shareholders (Minutes № 10 from 26.06.2009 ) to be no longer in force.*

**2.6.4. On the issue4 on the agenda:**

*1. To define that the amount insured under the insurance contract of liability of directors, officers and companies between the JSC "TransContainer" and the Open Joint-Stock Insurance Company "Ingosstrakh" in total for all insurance coverages and extensions except for the extension for the Independent Directors is 100,000,000 US dollars.*

*The franchise:*

*For the Coverage A: not applicable.*

*For the Coverage B:*

*Concerning the suits filed in the USA or Canada, amounts to 50,000 US dollars.*

*Concerning the suits filed in all the other countries of the world – 50000 US dollars.*

*For the Coverage C:*

*Concerning the suits filed in the USA or Canada – 250,000 US dollars.*

*Concerning the securities claims, filed in all the other countries of the world – 100,000 US dollars.*

*The rate of insurance is 72,000 US dollars.*

*2. To approve the conclusion of the insurance contract (policy) of liability of directors, officers and companies between the JSC "TransContainer" and the Open Joint-Stock Insurance Company "Ingosstrakh", as the interested party transaction (in accordance with the Annex to the Minutes of the Extraordinary General Meeting of Shareholders), on the following terms:*

*The insurer - the Open Joint-Stock Insurance Company "Ingosstrakh"*

*The insured party - the JSC "TransContainer"*

*The Subject of the Contract:*

*Taking into account the provisions of the Insurance Contract Insurer agrees upon the occurrence of any of the insured risks listed in the present Declaration to pay in accordance with the Agreement, the indemnity insurance (depending on the situation) corresponding to the Insured and / or any other party entitled to such compensation.*

**THE OBJECT OF INSURANCE AND INSURED RISKS UPON THE INSURANCE CONTRACT**

**The insurance coverage A (p. 1.1 of the Policy Terms) (hereinafter - the "Coverage A")**

*The object of insurance for Coverage A in terms of the liability insurance of any Insured person for any financial losses incurred by other persons, are the property interests of such Insured Person connected with the obligation to reimburse the financial losses incurred by other persons.*

*The insurance event for the purposes of the Coverage A of the liability insurance of any Insured Person for any financial losses incurred by other persons is the occurrence of all of the following circumstances: (a) the occurrence at any time before the start or at any time during the Term of insurance at any Insured Person in accordance with the applicable law of the obligation to pay any financial losses incurred by other persons in connection with any Wrongful Act of the Insured Person, and (b) the submission during the Term of insurance to such Insured Person of any Claim in connection*

*with the financial losses of other persons specified in the p. (a) above; respectively, the insured event is considered to have occurred at the time the submission of the Claim specified to the paragraph (b) above. The fact of the insured event must be further approved by the Insurer or set by the court, commercial court, arbitration court or other competent authority/institution. For the avoidance of doubt, the insurance contract also covers any financial loss, and also will be paid/reimbursed at the expiration of the insurance in relation to any Insured Person and/or incurred by any Insured Person as a liability for financial losses of others (including, but not limited to, in the case of a decision of the court, commercial court, arbitration court or similar authority/ institute at expiration of the insurance), but in connection with any Claim submitted during the Insurance Period.*

*The object of insurance for the purposes of the Coverage A regarding insurance of any expenses of any Insured Person's are the property interests of such Insured Person connected with incurring and / or the necessity to incur any costs.*

*The insurance case for the Coverage A regarding insurance of any expenses of any Insured Person is the submission to such Insured Person of any claim that may lead to any costs of such Insured Person or the necessity to incur such costs in connection with such Claim. Respectively, the insured event is considered to have occurred at the time of submission of the Claim. For the avoidance of doubt, the insurance contract also covers any costs that upon expiration of the insurance will be incurred by any Insured Person and / or which any Insured Person will need to incur at the expiration of the insurance, but in connection with any Claim submitted during the Term of insurance.*

*The insurance coverage B (p. 1.2 of the Policy Terms) (hereinafter - the "Coverage B")*

*The object of insurance for the Coverage B is the property interests of any Company connected with the reimbursement to such Company of any Losses.*

*The insurance event for the Coverage B is the bearing of any Company of any costs/expenses in connection with for the reimbursement by such Company of any financial loss to any Insured Person and/or any other person for the benefit of any Insured Person in connection with any Claim submitted against any Insured Person and/or the liability of any Insured person for any financial losses incurred by other persons. For the avoidance of doubt, the insurance contract also covers these expenses/costs incurred by any Company upon expiration of the insurance, but in connection with any Claim submitted during the Term of insurance, and/or in connection with the liability of any Insured Person for any financial losses of other persons in connection with which the Claim was submitted during the Term of insurance.*

*The insurance coverage C (p. 1.3 of the Policy Terms) (hereinafter - the "Coverage C")*

*The object of insurance for Coverage A in terms of the liability insurance of any Company for any financial losses incurred by other persons, are the property interests of such Company connected with the obligation to reimburse the financial losses incurred by other persons.*

*The insurance event for the purposes of the Coverage A of the liability insurance of any Company for any financial losses incurred by other persons is the occurrence of all of the following circumstances: (a) the occurrence at any time before the start or at any time during the Term of insurance at any Company in accordance with the applicable law of the obligation to pay any financial losses incurred by other persons in connection with any Wrongful Act of the Company, and (b) the submission during the Term of insurance to such Company of any Security Claim in connection with the financial losses of other persons specified in the p. (a) above; respectively, the insured event is considered to have occurred at the time the submission of the Security Claim specified to the paragraph (b) above. The fact of the insured event must be further approved by the Insurer or set by the court, commercial court, arbitration court or other competent authority/institution. For the avoidance of doubt, the insurance contract also covers any financial loss, and also will be paid/reimbursed at the expiration of the insurance paid / reimbursed by the expiration of the insurance reimbursed/paid by any Company and/or any Company should reimburse/pay as a liability for financial losses of others (including, but not limited to, in the case of a decision of the court, commercial court, arbitration court or similar authority/ institute at expiration of the insurance), but in connection with any Security Claim submitted during the Insurance Period.*

*The object of insurance for the purposes of the Coverage C regarding insurance of any expenses of any Company are the property interests of such Company connected with incurring and / or the necessity to incur any costs.*

*The insurance case for the Coverage C regarding insurance of any expenses of any Company is the submission to such Company of any security claim that may lead to any costs of such Company or the necessity to incur such costs in connection with such Claim. Respectively, the insured event is considered to have occurred at the time of submission of the Security Claim. For the avoidance of doubt,*

*the insurance contract also covers any costs that upon expiration of the insurance will be incurred by any Company and / or which any Company will need to incur at the expiration of the insurance, but in connection with any Security Claim submitted during the Term of insurance.*

*The date of the beginning of the Insurance period: November 7, 2014 (00:00)*

*The date of the ending of the Insurance period: November 6, 2015 (23:59)*

*The detection period: 60 days automatically without payment of the additional premium, unless a longer period is provided by the Policy conditions.*

*1 year on condition of payment of the additional premium in the amount of 90% of the total annual insurance premium*

*3 year on condition of payment of the additional premium in the amount of 165% of the total annual insurance premium*

*6 year on condition of payment of the additional premium in the amount of 240% of the total annual insurance premium*

*The sum insured: In total for all insurance coverages and extensions except for the extension for the Independent Directors 100 million US dollars.*

*The underinsurance: For the avoidance of doubt, for the purposes of Art. 949 of the Civil Code of the Russian Federation (including all amendments and supplements) the Insurer and the Insured person hereby agree that, in any event, the Insurer shall pay the indemnity under the Insurance Contract in full amount of loss incurred (or for the purposes of the Coverage B - the full amount of incurred expenses/costs) within the sum insured (in relation to Independent Directors - also taking into account the additional insurance amounts specified in the paragraph 6 of the Declaration). Amount of the insurance indemnity does not decrease in proportion of the sum insured (in relation to Independent Directors - also taking into account the additional insurance specified in the paragraph 6 of this Declaration) to the insured value of the relevant property interests insured under the insurance contract.*

*The franchise:*

*The coverage A:*

*not applicable.*

*The coverage B:*

*Concerning the suits filed in the USA or Canada, amounts to 50,000 US dollars.*

*Concerning the suits filed in all the other countries of the world – 50,000 US dollars.*

*The coverage C:*

*Concerning the security claims, filed in the USA or Canada, amounts to 250,000 US dollars.*

*Concerning the securities claims, filed in all the other countries of the world – 100,000 US dollars.*

*The date of the beginning of the continuity of insurance concerning the sum insured less than 50,000,000 USD (inclusively): February, 20, 2009.*

*The date of the beginning of the continuity of insurance concerning the sum insured more than 50,000,000 USD: November, 08, 2010.*

*The insurance premium: 72,000 USD.*

*The insurance coverages and expansions: Under the insurance contract all the coverages and expansions presupposed by the Policy Terms are provided.*

*The territory of insurance: the whole world.*

*The insurance rate: 0.072%.*

*The persons, whose risk of liability is insured by the insurance contract, as well as beneficiaries under the insurance contract are determined on the basis of the provisions of the Policy conditions.*

*The term of the Contract of insurance: from 11.07.2014 (00:00) (the date of beginning of the insurance period) till 06.11.2015 (23:59) (the date of ending of the insurance period).*

*The order of payment: The insurance premium is paid in roubles at the exchange rate of the Central Bank of the Russian Federation at the date of payment of the insurance premium by transferring funds to the account of the Insurer within 45 days from the date of signing the Agreement.*

*In the case of non-payment of insurance premiums in the amount and within the time period set in this Declaration, the insurance contract shall terminate on the day following the date specified as the expiration date of payment of the insurance premium. The Insurer shall notify the Insured, in writing about the early termination of the Contract of Insurance for the above reason.*

*In the event of early termination of the Contract of Insurance for the above reasons the Insured is obligated to pay part of the premium in proportion to the actual validity term of the contract of insurance.*

*The insurance premium payment made in roubles at the official rate of the Central Bank of the Russian Federation on the day of payment.*

*The insurance contract is written in English and Russian languages. In case of discrepancies between the English and Russian languages, the text in Russian shall prevail.*

**1.1 The Insured**

*means any company and/or any Insured Person.*

**1.2 The insured person**

*means any private person (including non-residents of the Russian Federation), who*

- (a) *(a) at any time before the beginning of the insurance period was; and/or*
- (b) *(b) at the time of the beginning of the insurance period is; and / or*
- (c) *(c) at any time during the Period of Insurance will be any of the following:*
  - (i) *any Director, including Independent director and/or the officer of any Company; and/or*
  - (ii) *any person acting as a member of a committee established by or approved by the board of directors or equivalent governing body of any Company; and/or*
  - (iii) *any person named as the expected Director or Officer in any issuing documents, documents on the securities offering, documents in connection with the listing, brochures or reports of any Company; and/or*
  - (iv) *any employee of any Company:*
    - (a) *in connection with his organizational and managerial or administrative functions/powers in such company; and/or*
    - (b) *in connection with any claim for breach of the employment contract; and/or*
    - (c) *named as a co-respondent with any director or officer in any Claim, which states that such a worker/employee participated or assisted in the commission of any wrongful act; and / or;*
    - (d) *in connection with any investigation; and/or*
    - (e) *in connection with any Securities Claim; and/or*
  - (v) *any Director of a separate company; and/or*
  - (vi) *any Director de facto and/or shadow director; and/or*
  - (vii) *any private person who has ever had, has or will have the right to sign documents, and/or give any representations and/or make any statements (comments) on behalf of any Company; and/or*
  - (viii) *the spouse or cohabitee of any Insured Person (specified the in paragraphs (i)-(vii) above) for any losses connected to any Claim in respect of any Wrongful Act of such Insured Person; and/or*
  - (ix) *any manager, heir, manager of competitive/hereditary mass, the legal representative, assignee of the executor of the deceased, legally incompetent, insolvent or bankrupt Insured Person (as specified in the paragraphs (i)-(vii) above) for any losses connected to any Claim in respect of any Wrongful Act of such Insured Person.*

2.7. Date of development of the minutes of the General Meeting: **6 November, 2014.**

3. Signature

3.1. Director General  
of JSC TransContainer

P. V. Baskakov

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(signature)

3.2. Date

6

November

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